

CONSULTING SERVICES AGREEMENT

This **CONSULTING SERVICES AGREEMENT** (this “Agreement”) is made and entered into and shall be effective as of this ____ day of _____, 202__ (the “Effective Date”), by and between **ATLANTA BELTLINE, INC.**, a Georgia nonprofit corporation (“ABI”), and **[CONSULTANT’S NAME]**, **[INDIVIDUAL/ENTITY TYPE]** (“Consultant”). Individually, ABI and Consultant may be referred to in this Agreement as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s Beltline tax allocation district (the “Beltline TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the redevelopment initiatives of the Beltline TAD; and

WHEREAS, in performing said initiatives, ABI desires to engage the services of Consultant to [SYNOPSIS OF SERVICES]; and

WHEREAS, Consultant possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Consultant will be engaged under this Agreement; and

WHEREAS, Consultant has agreed to perform said services and ABI has agreed to accept said services.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Consultant hereby agree as follows:

1. Services to be Provided. The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit “A” - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Consultant acknowledge and agree that ABI has engaged Consultant as an independent contractor, and not as an employee of ABI. Consultant is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Consultant shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. Additional Services. Professional services that are above and beyond the Services to be provided pursuant to this Agreement may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Consultant agrees to provide

ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Consultant any fees or compensation for any additional services Consultant performs without the prior written consent of ABI.

3. Compensation. ABI shall pay Consultant a fee not to exceed **[COMPENSATION AMOUNT] and 00/100 Dollars (\$00.00)** as full compensation for all services furnished and performed pursuant to this Agreement by Consultant, including its employees, subcontractors, and anyone working at its direction (the “Authorized Budgeted Expenditure”). The Authorized Budgeted Expenditure shall represent the total compensation payable to Consultant hereunder regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in periodic installments as noted below during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the invoice due date of the installment payment. Consultant shall submit a request for payment in standard invoice format at the end of each month in which Services are rendered. The fee shall be due upon satisfactory completion of the Scope of Services as described in Exhibit “A”, submission of an invoice and as determined by ABI. ABI shall remit payment within thirty (30) days of receipt of the invoice.

a) DBE Utilization and Participation. In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta Beltline Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

b) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Consultant setting forth the list of all sub-consultants/subcontractors with whom Consultant has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Form to be provided by the ABI Project Manager) submitted at the time of the response to the procurement; the amount requested for any sub-consultant/subcontractor in the invoice, and the

amount to be paid to the sub-consultant/subcontractor from such invoice; and

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary to be provided by the ABI Project Manager); and

(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

c) If, at any time during the Contract Term, Consultant alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Consultant thirty (30) days' prior written notice.

4. Term. The term of this Agreement shall begin on the Effective Date and shall expire on [EXPIRATION DATE] (the "Contract Term"), unless sooner terminated by either Party as provided herein. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to Consultant unless specifically agreed to in writing by both Parties.

a) Consultant shall begin the work described in the Scope of Services within thirty (30) days of the Effective Date.

b) Consultant shall complete the work described in the Scope of Services as set forth in Exhibit "A".

5. Termination. Either Party shall have the right to terminate this Agreement upon thirty (30) days' written notice, with or without cause. Notwithstanding the foregoing, if Consultant fails to maintain any professional license or other certification, including licensure by the State of Georgia, ABI shall have the right to terminate this Agreement with five (5) days' written notice. If Consultant's services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Consultant will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential or punitive damages, attorney's fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right, except as stated in Section 9(a). The Parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

6. Ownership of Documents. All documents, plans, reports or other written materials of any kind prepared by Consultant in connection with this Agreement (the “Documents”) shall be considered “Work for Hire” become the sole property of ABI free and clear of any claims by Consultant of any kind or character whatsoever. ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI’s sole discretion, in connection with this and any other project of ABI.

7. Confidentiality.

a) Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the “Georgia Open Records Act”) or other applicable provisions of Georgia law, it is hereby agreed by ABI and Consultant that all work and materials provided by ABI or prepared by the Consultant in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the “ABI Project Manager”). The confidential information shall be used by Consultant solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Consultant (other than to personnel that have been specifically designated by Consultant, or as required by law) without ABI’s prior written consent. Consultant shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Consultant, Consultant shall immediately inform the ABI Project Manager, who shall advise Consultant as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, Consultant agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of Consultant in connection with any legal proceedings (excepting costs and expenses resulting from Consultant’s negligence or willful misconduct). ABI’s Project Manager for this Agreement shall be [PROJECT MANAGER’S NAME].

b) Consultant hereby advises that the personnel listed on Exhibit “B”, attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit “B”. This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

c) In order to protect and limit the dissemination of confidential information provided herein, Consultant agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

8. Insurance. In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker’s compensation, commercial general liability, professional liability

and automobile insurance to ABI in the form of a Certificate of Insurance listing ABI, IA, and the City as additional insureds, where applicable and as outlined below, (the "COI") to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant shall at all times during the term of this Agreement maintain the above insurance policies consistent and in full compliance with the following requirements or their equivalent, where applicable (the "Insurance Requirements"):

- a) Statutory Worker's Compensation Insurance
 - 1. Waiver of subrogation in favor of Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
- b) Commercial General Liability Insurance:
 - 1. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;
 - 2. The following additional coverage must apply:
 - A. 2013 or later ISO Commercial General Liability Form.
 - B. Dedicated Limits per Project Site or Location.
 - C. Additional Insured Endorsement. Endorsement listing Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
 - D. Blanket Contractual Liability (included in 1986 or later forms).
 - E. Broad Form Property Damage (included in 1986 or later forms).
 - F. Severability of Interest (included in 1986 or later forms).
 - G. Personal Injury (deleting both contractual and employee exclusions).
 - H. Incidental Medical Malpractice.
 - I. Waiver of Subrogation in favor of Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
 - J. Primary and Non-Contributory wording.
- c) Automobile Liability Insurance:
 - 1. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.

2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
 3. Additional Insured Endorsement listing Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
 4. Waiver of Subrogation Endorsement in favor of Atlanta Beltline, Inc., City of Atlanta, and Invest Atlanta.
- d) Professional Liability Insurance with limits of \$2,000,000 per claim and \$4,000,000 in the aggregate.
- e) Contractual Liability, subject to Policy Term, Conditions and Exclusions.
- f) Insurance company must be authorized to do business in the State of Georgia.
- g) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta Beltline, Inc., the City of Atlanta, and Invest Atlanta.
- h) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- i) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- j) COI, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number. Further, the COI presented shall govern the coverage limits so long as the COI limits meet or exceed the limits described above.
- k) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.
- l) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.

m) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.

n) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. Miscellaneous Provisions.

a) Indemnification. Consultant shall, and Consultant does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against any claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA and the City, and which arise in connection with the services provided and Consultant's performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by the default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

b) Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Consultant, to any entity formed or designated by ABI as its "agent" for purposes of implementing all or a portion of its responsibilities with respect to the Beltline TAD. In such instances, ABI shall promptly advise Consultant of any such assignment and provide Consultant with the name of any replacement contact person.

c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the

term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

e) Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:

If to ABI:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303
Attn: [ABI PROJECT MANAGER]
Phone: (404) 477-0000
Email: @atlbeltline.org

With a copy to:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303
Attn: Aasia Mustakeem, General Counsel and Vice President
Phone: (404) 477-3545
Fax: (404) 477-3690
Email: AMustakeem@atlbeltline.org

If to Consultant:

[CONSULTANT'S NAME]
[CONSULTANT'S ADDRESS]
[CONTACT PERSON WHO WILL RECEIVE NOTICES]

[PHONE]
[EMAIL ADDRESS]

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Consultant to any one of the others shall also be given to all of the others. ABI or Consultant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

i) Changes in Key Personnel. If at any time during the Contract Term, Consultant changes the composition of any firm, team, or personnel identified in its response to the solicitation that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Consultant thirty (30) days' written notice. In the event that ABI receives a request from Consultant to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services

j) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

k) Ethics. Consultant acknowledges that ABI's employees, directors, and officers are bound by The Atlanta Beltline, Inc. Code of Ethics (the "ABI Ethics Code"); that Consultant has read and understood the ABI Ethics Code; and that Consultant will govern itself accordingly in all interactions with ABI's employees, directors, and officers.

l) Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

m) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit "C" and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Contractor will secure from each subcontractor or an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit "D" and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the

Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit “E” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit “F” and incorporated herein by this reference.

10. Media. Consultant shall not communicate any information related to this engagement and the work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Consultant shall not communicate any information related to the Atlanta Beltline to government officials, the press, publications and other media, or press releases.

11. Conflicts. ABI and Consultant recognize that given the business of Consultant and the scope of the Atlanta Beltline Program there may be other clients or potential clients of Consultant related to the Atlanta Beltline Program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Consultant shall fully disclose to ABI any of its existing clients in connection with the Atlanta Beltline Program and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta Beltline Program related engagement. Upon being advised of a potential conflict from Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Consultant to resolve any conflicts.

12. Consent to Jurisdiction, Waiver of Jury Trial. Consultant hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Consultant’s authorized agent for service of process, or at such other address as Consultant may have designated in writing to ABI, and service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Consultant voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Consultant, and Consultant consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

13. Authorization. Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

14. Equal Opportunity. Consultant and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national

origin, disability, age, or any other protected characteristic. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Consultant and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES
CONTINUE ON NEXT PAGE.)**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATLANTA BELTLINE, INC.

a Georgia nonprofit corporation

By: _____
Clyde Higgs
President and CEO

Funding Source: TBD

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES
CONTINUE ON NEXT PAGE.)**

CONSULTANT:

By: _____
[AUTHORIZED SIGNATORY]

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”

LIST OF CONSULTANT’S PERSONNEL

The following individuals are authorized by Consultant to work on this engagement and have access to information as limited by Section 7 of this Agreement:

EXHIBIT "C"

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____
[NOTARY SEAL]

EXHIBIT "D"

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 202__.

NOTARY PUBLIC
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "E"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "F"
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

**ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT**

By executing this affidavit under oath, as an applicant for a consulting services contract with ATLANTA BELTLINE, INC., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from ATLANTA BELTLINE, INC.:

- 1) _____ I am a United States Citizen.
- 2) _____ I am a legal permanent resident 18 years of age or older.
- 3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Date:

Printed Name of Applicant:

Sworn to and subscribed before me

This ____ day of _____, 202__.

Notary Public

My commission expires: _____

[NOTARY SEAL]